

**NSBDE
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**8/17/2012
1:30 pm**

Board Meeting



R. Michael Sanders, D.M.D., Ed.M.
Professor & Interim Chair
Department of Clinical Sciences
UNLV School of Dental Medicine
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June 8, 2012

Ms. Kathleen Kelly
Executive Director
NSRDF
6010 S. Rainbow Blvd, Suite A-1
Las Vegas, NV 89118

Dear Ms. Kelly:

The UNLV School of Dental Medicine has developed a written protocol for the administration of conscious sedation and general anesthesia: UNLV School of Dental Medicine Advanced Pain Control Protocol. Per NAC 631.279, I am requesting an opinion of the Nevada State Board of Dental Examiners regarding this protocol's compliance with Nevada state law.

I thank you and the members of the Board in advance for your assistance.

Most Sincerely,

R. Michael Sanders, D.M.D., Ed.M., F.A.C.D., F.I.C.D.
Professor and Chair
Department of Clinical Sciences

RMS/zen

1 encl.

cc: Dr. Karen West
Dr. Rick Thriot
Dr. Wendy Woodall
Dr. Daniel Orr

A Statewide Commitment to Excellence in Oral Health Care

UNLV School of Dental Medicine
1001 Shadow Lane • MS 7410 • Las Vegas, Nevada 89106-4124
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UNLV School of Dental Medicine Advanced Pain Control Protocol

V 06 Dec 2011

I. Introduction:

The administration of local anesthesia, sedation and general anesthesia is an integral part of dental practice. The UNLV School of Dental Medicine (UNLV SDM) is committed to the safe and effective use of these modalities by appropriately credentialed faculty to enhance dental student educational experiences. The purpose of these guidelines is to formalize program considerations for the UNLV SDM in the delivery of safe and effective sedation and anesthesia.

II. Guidelines

Guideline sources utilized in developing this document include data from 1. American Dental Association (ADA) Guidelines for the use of Sedation and General Anesthesia by Dentists; 2. ADA Policy Statement: The Use of Sedation and General Anesthesia by Dentists; 3. ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students; 4. American Association of Oral and Maxillofacial Surgeons (AAOMS) Office Anesthesia Evaluation Manual; 5. American Society of Dentist Anesthesiologists (ASDA); 6. American Society of Anesthesiologists (ASA); 7. American College of Surgeons (ACS); 8. American Association for Accreditation of Ambulatory Surgery Facilities (AAAASF); 9. Accreditation Association for Ambulatory Health Care (AAAHC); 10. Joint Commission (JC); 11. Nevada State Society of Oral and Maxillofacial Surgeons Anesthesia Committee (NSSOMS); 12. University Medical Center (UMC); 13. The University of Southern California School of Dentistry (USC); and other secondary source material.

III. Definitions

Methods of Anxiety and Pain Control:

Analgesia – the diminution or elimination of pain.

Local anesthesia – the elimination of sensation, especially pain, in one part of the body by the topical application or regional injection of a drug.

Note: Dentists must be aware of the maximum, safe dosage limits for each patient.

Minimal sedation – a minimally depressed level of consciousness, produced by a pharmacological method that retains the patient's ability to independently and continuously maintain an airway and respond normally to tactile stimulation and verbal command. Although cognitive function and coordination may be modestly impaired, ventilatory and cardiovascular functions are unaffected.

Note: In accord with this particular definition, the drug(s) and/or techniques used should carry a margin of safety wide enough to not render unintended loss of consciousness.

The following definitions apply to administration of minimal sedation:

Maximum recommended dose (MRD) – maximum FDA-recommended dose of a drug, as printed in FDA-approved labeling for unmonitored home use.

Incremental dosing – administration of multiple doses of a drug until a desired effect is reached, but not to exceed the maximum recommended dose (MRD).

Supplemental dosing – during minimal sedation, supplemental dosing is a single additional dose of the initial dose of the initial drug that may be necessary for prolonged procedures. The supplemental dose should not exceed one-half of the initial dose and should not be administered until the appropriately qualified supervising faculty has determined such dosing is appropriate. The total aggregate dose must not exceed 1.5x the MRD on the day of treatment.

Moderate sedation – a drug-induced depression of consciousness during which patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.

Note: In accord with this particular definition, the drugs and/or techniques used should carry a margin of safety wide enough to render unintended loss of consciousness unlikely.

The following definition applies to the administration of moderate or greater sedation:

Titration – administration of incremental doses of a drug until a desired effect is reached. Although the concept of titration of a drug to effect is critical for patient safety, when the intent is moderate sedation one must know whether the previous dose has taken full effect before administering an additional drug increment.

Deep sedation – a drug-induced depression of consciousness during which patients cannot be easily aroused but respond purposefully following repeated or painful stimulation. The ability to independently maintain ventilatory function may be impaired. Patients may require assistance in maintaining a patent airway, and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained.

General anesthesia – a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain ventilatory function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure ventilation may be required because of depressed spontaneous ventilation or drug induced depression of neuromuscular function. Cardiovascular function may be impaired.

Because sedation and general anesthesia are a continuum, it is not always possible to predict how an individual patient will respond. Hence, practitioners intending to produce a given level of sedation should be able to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended.

For all levels of sedation, the practitioner must have the training, skills, drugs and equipment to identify and manage such an occurrence until either assistance arrives or the patient returns to the intended level of sedation without airway or cardiovascular complications.

Routes of Administration

Enteral – any technique of administration in which the agent is absorbed through the gastrointestinal (GI) tract or oral mucosa (i.e., oral, rectal, sublingual).

Parenteral – a technique of administration in which the drug bypasses the gastrointestinal (GI) tract (i.e., intramuscular (IM), intravenous (IV), intranasal (IN), submucosal (SM), subcutaneous (SC), intraosseous (IO)).

Transdermal – a technique of administration in which the drug is administered by patch or iontophoresis through skin.

Transmucosal – a technique of administration in which the drug is administered across mucosa such as intranasal, sublingual, or rectal.

Inhalation – a technique of administration in which a gaseous or volatile agent is introduced into the lungs and whose primary effect is due to absorption through the gas/blood interface.

Terms

Qualified dentist – meets the statutory requirements to administer the appropriate level of sedation in accordance with Nevada Revised Statutes Chapter 631 and operates via personal Nevada dental licensure.

Dentists holding Nevada State Board of Dental Examiners (NSBDE) conscious sedation permits will be allowed to instruct with ASA I or II patients only.

Dentists holding NSBDE general anesthesia permits will be allowed to instruct with ASA I, II, or III patients.

Qualified physician – has unrestricted anesthesia privileges in an accredited Nevada facility.

Qualified student – UNLV SDM APC elective students must complete: 1. Didactic courses including Oral and Maxillofacial Surgery (D7227) and Hospital Dentistry I (D7334) and II (D7355); 2. Advanced Cardiac Life Support (ACLS); 3. The UNLV SDM IV access rotation; and 4. The UNLV SDM anesthesia charting rotation.

Must/shall – indicates an imperative need and/or duty; an essential or indispensable item; mandatory.

Should – indicates the recommended manner to obtain the standard; highly desirable.

May – indicates freedom or liberty to follow a reasonable alternative.

Continual – repeated regularly and frequently in a steady succession.

Continuous – prolonged without any interruption at any time.

Time-oriented anesthesia record – documentation at appropriate time intervals of drugs, doses and physiologic data obtained during patient monitoring.

Immediately available – on site in the facility.

American Society of Anesthesiologists (ASA) Patient Physical Status Classification:

ASA I – A normal healthy patient.

ASA II – A patient with mild systemic disease.

ASA III – A patient with severe systemic disease.

ASA IV – A patient with severe systemic disease that is a constant threat to life.

ASA V – A moribund patient who is not expected to survive without the operation.

ASA VI – A declared brain-dead patient whose organs are being removed for donor purposes.

E – Emergency operation of any variety (used to modify one of the above classifications, i.e., ASA III-E).

A. Minimal sedation

1. Patient Evaluation

Patients considered for minimal sedation must be suitably evaluated prior to the start of any sedative procedure. In healthy or medically stable individuals (ASA I, II) this may consist of a review of their current medical history and medication use. However, patients with significant medical considerations (i.e. ASA III) may require consultation with their primary care physician or others.

2. Pre-Operative Preparation

- The patient, parent, guardian or care giver must be advised regarding the procedure associated with the delivery of any sedative agents and informed consent for the proposed sedation must be obtained.
- Determination of functional monitors, emergency agents, and equipment must be completed.
- Baseline vital signs must be obtained unless the patient's behavior prohibits such determination.
- A focused physical evaluation must be performed as deemed appropriate.
- Preoperative dietary restrictions must be considered based on the sedative technique prescribed.
- Pre-operative verbal and written instructions must be given to the patient, parent, escort, guardian or care giver.
- A pre-operative time-out shall be called prior to the administration of anesthesia and will verify patient identification, the planned procedure, and informed consent.

3. Personnel and Equipment Requirements

Personnel:

- At least one additional person trained in Basic Life Support for Healthcare Providers must be present in addition to the appropriately qualified supervising faculty.

Equipment:

- A positive-pressure oxygen delivery system suitable for the patient being treated must be immediately available.
- When inhalation equipment is used, it must have a fail-safe system that is appropriately checked and calibrated. The equipment must also have either (1) a functioning device that prohibits the delivery of less than 30% oxygen or (2) an appropriately calibrated and functioning in-line oxygen analyzer with audible alarm.
- An appropriate scavenging system must be available if gases other than oxygen or air are used.

4. Monitoring and Documentation

Monitoring: Appropriately qualified supervising faculty, or at the appropriately qualified supervising faculty's direction, an appropriately trained individual, must remain at all times in the operatory during active dental treatment to monitor the patient continuously until the patient meets the criteria for discharge to the recovery area. The appropriately trained individual must be familiar with monitoring techniques and equipment. Monitoring must include:

- **Oxygenation:**

- Color of mucosa, skin or blood must be evaluated continually.
- Oxygen saturation by pulse oximetry may be clinically useful and should be considered.

- **Ventilation:**

- The appropriately qualified supervising faculty and/or appropriately trained individual must observe chest excursions continually.
- The appropriately qualified supervising faculty and/or appropriately trained individual must verify respirations continually.

- **Circulation:**

- Blood pressure and heart rate should be evaluated pre-operatively, post-operatively and intra-operatively as necessary (unless the patient is unable to tolerate such monitoring).

Documentation: An appropriate sedative record must be maintained, including the names of all drugs administered, including local anesthetics, dosages, and monitored physiological parameters.

5. Recovery and Discharge

- Oxygen and suction equipment must be immediately available if a separate recovery area is utilized.
- The appropriately qualified supervising faculty or appropriately trained clinical staff must monitor the patient during recovery until the patient is ready for discharge by the appropriately qualified supervising faculty.
- The appropriately qualified supervising faculty must determine and document that level of consciousness, oxygenation, ventilation and circulation are satisfactory prior to discharge.
- Post-operative verbal and written instructions must be given to the patient, parent, escort, guardian or care giver.

6. Emergency Management

If a patient enters a deeper level of sedation than the appropriately qualified supervising faculty is licensed to provide, the appropriately qualified supervising faculty must stop the dental procedure until the patient returns to the intended level of sedation.

The qualified faculty is responsible for the sedative management, staff, diagnosis and treatment of emergencies related to the administration of minimal sedation and utilizing the equipment, drugs and protocol for patient rescue.

UNLV SDM is responsible for the adequacy of the facility and staff.

B. Moderate Sedation

1. Patient Evaluation

Patients considered for moderate sedation must be suitably evaluated prior to the start of any sedative procedure. In healthy or medically stable individuals (ASA I, II) this should consist of at least a review of their current medical history and medication use. However, patients with significant medical considerations (i.e. ASA III) may require consultation with their primary care physician or others.

2. Pre-operative Preparation

- The patient, parent, guardian or care giver must be advised regarding the procedure associated with the delivery of any sedative agents and informed consent for the proposed sedation must be obtained.
- Determination of functional monitors, emergency agents, and equipment must be completed.
- Baseline vital signs must be obtained unless the patient's behavior prohibits such determination.
- A focused physical evaluation must be performed as deemed appropriate.
- Preoperative dietary restrictions must be considered based on the moderate sedation administration.
- Pre-operative verbal or written instructions must be given to the patient, parent, escort, guardian or care giver.
- A pre-operative time-out shall be called prior to the administration of anesthesia and will verify patient identification, the planned procedure, and informed consent.

3. Personnel and Equipment Requirements

Personnel:

- At least one additional person trained in Basic Life Support for Healthcare Providers must be present in addition to appropriately qualified supervising faculty.

Equipment:

- A positive-pressure oxygen delivery system suitable for the patient being treated must be immediately available.
- When inhalation equipment is used, it must have a fail-safe system that is appropriately checked and calibrated. The equipment must also have either (1) a functioning device that prohibits the delivery of less than 30% oxygen or (2) an appropriately calibrated and functioning in-line oxygen analyzer with audible alarm.
- An appropriate scavenging system must be available if gases other than oxygen or air are used.
- The equipment necessary to establish intravenous access must be available.

4. Monitoring and Documentation

Monitoring: An appropriately qualified supervising faculty member administering moderate sedation must remain in the operatory room to monitor the patient continuously until the patient meets the criteria for minimal sedation or recovery. When the patient recovers to a minimally sedated level a qualified auxiliary may be directed by the appropriately qualified supervising faculty to remain with the patient and continue

to monitor the patient as explained in the guidelines until the patient is discharged from the facility. The appropriately qualified supervising faculty must not leave the facility until the patient is discharged from the facility.

Monitoring must include:

- **Consciousness:**
 - Level of consciousness (e.g., responsiveness to verbal command) must be continually assessed.
- **Oxygenation:**
 - Color of mucosa, skin or blood must be evaluated continually.
 - Oxygen saturation must be evaluated by pulse oximetry continuously.
- **Ventilation:**
 - The faculty must observe chest excursions continually.
 - The faculty must monitor ventilation. This can be accomplished by auscultation of breath sounds, monitoring end-tidal CO₂ or by verbal communication with the patient.
- **Circulation:**
 - The appropriately qualified supervising faculty must continually evaluate blood pressure and heart rate (unless the patient is unable to tolerate and this is noted in the time-oriented anesthesia record).
 - Continuous ECG monitoring of patients with cardiovascular disease should be considered.

Documentation:

- Appropriate time-oriented anesthetic record must be maintained, including the names of all drugs administered, including local anesthetics, dosages and monitored physiological parameters.
- Pulse oximetry, heart rate, respiratory rate and blood pressure must be recorded continually.

5. Recovery and Discharge

- Oxygen and suction equipment must be immediately available if a separate recovery area is utilized.
- The appropriately qualified supervising faculty or appropriately trained clinical staff must continually monitor the patient's blood pressure, heart rate, oxygenation and level of consciousness.
- The appropriately qualified supervising faculty must determine and document that level of consciousness; oxygenation, ventilation and circulation are satisfactory for discharge.
- Post-operative verbal and written instructions must be given to the patient, parent, escort, guardian or care giver.
- If a reversal agent is administered before discharge criteria have been met, the patient must be monitored until recovery is assured.

6. Emergency Management

If a patient enters a deeper level of sedation than the appropriately qualified supervising faculty is licensed to provide, the appropriately qualified supervising faculty must stop the dental procedure until the patient returns to the intended level of sedation. The appropriately qualified supervising faculty is responsible for the sedative management, diagnosis and treatment of emergencies related to the administration of moderate sedation and utilizing the equipment, drugs and protocol for patient rescue.

UNLV SDM is responsible for the adequacy of the facility and staff.

C. Deep Sedation or General Anesthesia

1. Patient Evaluation

Patients considered for deep sedation or general anesthesia must be suitably evaluated prior to the start of any sedative procedure. In healthy or medically stable individuals (ASA I, II) this must consist of at least a review of their current medical history and medication use and NPO status. However, patients with significant medical considerations (i.e. ASA III) may require consultation with their primary care physician or others.

2. Pre-operative Preparation

- The patient, parent, guardian or care giver must be advised regarding the procedure associated with the delivery of any sedative or anesthetic agents and informed consent for the proposed sedation/anesthesia must be obtained.
- Determination of functional monitors, emergency agents, and equipment must be completed.
- Baseline vital signs must be obtained unless the patient's behavior prohibits such determination. In such case the procedure will be terminated absent an overriding emergency.
- A focused physical evaluation must be performed as deemed appropriate by appropriately qualified supervising faculty.
- Preoperative dietary restrictions must be considered based on deep sedation or general anesthesia administration.
- Pre-operative verbal and written instructions must be given to the patient, parent, escort, guardian or care giver.
- An intravenous line, which is secured throughout the procedure, must be established. The intravenous line may be established after induction via a non-intravenous means.
- A pre-operative time-out shall be called prior to the administration of anesthesia and will verify patient identification, the planned procedure, and informed consent.

3. Personnel and Equipment Requirements

Personnel: A minimum of three (3) individuals must be present.

- A dentist qualified in accordance with NRS 631 or physician with unrestricted anesthesia privileges at a Nevada state accredited facility.
- Two additional individuals who have current certification of successfully completing a Basic Life Support (BLS) Course for the Healthcare Provider.

- When the same individual administering the deep sedation or general anesthesia is performing the dental procedure, one of the additional appropriately trained team members must be designated for patient monitoring.

Equipment:

- A positive-pressure oxygen delivery system suitable for the patient being treated must be immediately available.
- When inhalation equipment is used, it must have a fail-safe system that is appropriately checked and calibrated. The equipment must also have either (1) a functioning device that prohibits the delivery of less than 30% oxygen or (2) an appropriately calibrated and functioning in-line oxygen analyzer with audible alarm.
- An appropriate scavenging system must be available if gases other than oxygen or air are used.
- Equipment and drugs necessary to provide advanced airway management, and advanced cardiac life support must be immediately available.
- If volatile anesthetic agents are utilized, an inspired agent analysis monitor and capnograph should be considered.
- Resuscitation medications and an appropriate defibrillator must be immediately available.

4. Monitoring and Documentation

Monitoring: The appropriately qualified supervising faculty administering deep sedation or general anesthesia must remain in the operatory room to monitor the patient continuously until the patient meets the criteria for minimal sedation or recovery. When the patient recovers to a minimally sedated level a qualified auxiliary may be directed by the appropriately qualified supervising faculty to remain with the patient and continue to monitor as the patient as explained in the guidelines until the patient is discharged from the facility. The appropriately qualified supervising faculty must not leave the facility until the patient is discharged from the facility. Monitoring must include:

- **Oxygenation:**
 - Color of mucosa, skin or blood must be continually evaluated.
 - Oxygenation saturation must be evaluated continuously by pulse oximetry.
- **Ventilation:**
 - Intubated patient: End-tidal CO₂ must be continuously monitored and evaluated.
 - Non-intubated patient: Breath sounds via auscultation and/or end-tidal CO₂ must be continually monitored and evaluated.
 - Respiration rate must be continually monitored and evaluated.
- **Circulation:**
 - The appropriately qualified supervising faculty must continuously evaluate heart rate and rhythm via ECG throughout the procedure, as well as pulse rate via pulse oximetry.
 - The appropriately qualified supervising faculty must continually evaluate blood pressure.

- **Temperature:**

- A device capable of measuring body temperature must be readily available during the administration of deep sedation or general anesthesia.

- Documentation:**

- Appropriate time-oriented anesthetic record must be maintained, including the names of all drugs administered, including local anesthetics, doses and monitored physiological parameters.

- Pulse oximetry and end-tidal CO₂ measurements (if taken), heart rate, respiratory rate and blood pressure must be recorded at appropriate intervals.

5. Recovery and Discharge

- Oxygen and suction equipment must be immediately available if a separate recovery area is utilized.

- The appropriately qualified supervising faculty or clinical staff must continually monitor the patient's blood pressure, heart rate, oxygenation and level of consciousness.

- The appropriately qualified supervising faculty must determine and document that level of consciousness; oxygenation, ventilation and circulation are satisfactory for discharge.

- Post-operative verbal and written instructions must be given to the patient, parent, escort, guardian or care giver.

6. Emergency Management

The appropriately qualified supervising faculty is responsible for sedative/anesthetic management, diagnosis and treatment of emergencies related to the administration of deep sedation or general anesthesia and providing the equipment, drugs and protocols for patient rescue.

UNLV SDM is responsible for the adequacy of the facility and staff.

IV. Case Progression

The immediate pre-induction patient evaluation will be performed in conjunction with an appropriately qualified supervising faculty member.

The patient, parent, guardian or care giver must be advised regarding the procedure associated with the delivery of any sedative or anesthetic agents and informed consent for the proposed sedation/anesthesia must be obtained.

Determination of functional monitors, emergency agents, and equipment must be completed.

Baseline vital signs must be obtained unless the patient's behavior prohibits such determination. In such case the procedure will be terminated absent an overriding emergency.

A focused physical evaluation must be performed as deemed appropriate by appropriately qualified supervising faculty.

Pre-operative verbal and written instructions must be given to the patient, parent, escort, guardian or care giver.

Evaluation will include a documented history and physical examination including previous anesthesia history and risks of anesthesia relative to the procedure to be performed.

Documentation of ASA classification will be accomplished.

Documentation of pre-procedure lab tests determined as necessary by appropriately qualified supervising faculty based upon the patient's medical condition.

Preoperative dietary restrictions must be considered based on current guidelines for deep sedation or general anesthesia administration. The current NPO guidelines for adults are 2 hours for clear liquids, 6 hours for full liquids and 8 hours for solids. For children, NPO guidelines are for 4 hours for clear liquids (includes breast milk), 6 hours for full liquids, and 8 hours for solids.

A pre-operative time-out shall be called prior to the administration of anesthesia and will verify patient identification, the planned procedure, and informed consent.

An appropriately qualified supervising faculty member will be present during the administration of sedation, and will be responsible for selecting the specific controlled substances and their dosages.

When ordered by appropriately qualified supervising faculty, the Discharge Criteria protocol will be implemented for all patients who have undergone sedation. Appropriately qualified supervising faculty must approve all discharges.

1. Intra-procedure

- a. Cardiac rhythm continuously monitored by ECG.
- b. Oxygen saturation continuously monitored.
- c. Vital signs (BP, Pulse, and Respiration Rate) continuously monitored.
- d. Medication administered, route, time documented.
- e. Oxygen supplementation documented.
- f. Level of consciousness continuously monitored.

2. Post-procedure

- a. Oxygen saturation continuously monitored.
- b. Level of consciousness continuously monitored.
- c. Vital signs (BP, Pulse, and Respiration Rate) continuously monitored every 15 minutes until discharge.
- d. Medication administered, route, time and response documented.
- e. Oxygen supplementation documented.

3. Discharge criteria

- a. Level of consciousness, awake and oriented (or pre-anesthetic status), voluntary purposeful controlled movement
- b. Voided, yes or no
- c. Nausea, yes or no
- d. Hemorrhage, within normal limits
- e. ECG, normal sinus rhythm (or pre-anesthetic status)
- f. Breath sounds, clear (or pre-anesthetic status)
- g. Subjective procedural discomfort controlled, yes or no
- h. Vital signs (blood pressure, pulse, pulse oximetry) within normal limits (or pre-anesthetic status)
- i. Instructions given to patient and responsible caregiver including return to UNLV SDM as needed

V. Facility

The UNLV SDM facility will maintain certification via one or more of the AAAASF, the AAAHC, the JC, the NSBDE, or other certifying agency recognized in Nevada.

VI. Case Coding

Dedicated anesthesiologist CPT coding time begins when the anesthesiologist begins to prepare the patient for the induction of anesthesia in the operative room or in an equivalent area and ends when the anesthesiologist is no longer in personal attendance, that is, when the patient may be safely placed under postoperative supervision.

Anesthesia Team CDT coding time begins when the doctor administering the anesthetic agent initiates the appropriate anesthesia and non-invasive monitoring protocol and remains in the continuous attendance of the patient. Anesthesia services are considered completed when the patient may be safely left under the observation of trained personnel and the doctor may safely leave the room to attend to other patients or duties.

VII. Binding Version

This version of UNLV SDM APC Protocol replaces and supersedes any and all complete or partial internal or external (non-SDM third-party) versions, guidelines, recommendations, agreements, or contracts of any type directly or peripherally related to issues contained herein. Subsequent versions will be made available for review by CODA, UNLV SDM Legal, and appropriate regulatory agencies.

The following have approved V DEC 2011 of the UNLV SDM APC protocol:

Michael A. Cuddy, DMD
Diplomate ADBA, NDBA, Fellow ADSA
Director Dental Anesthesiology Residency, Pittsburgh School of Dental Medicine

Ralph H. Epstein, DDS
Diplomate ADBA, NDBA, Fellow ADSA
Director Dental Anesthesiology Residency, Stony Brook, NY
President NY SBDE

Dr. Steven Ganzberg
Diplomate ADBA, American Board of Orofacial Pain
Professor and Chair, Dental Anesthesiology, UCLA School of Dentistry

Col. Gary J. Geracci USAF DC
Diplomate ABOMS, NDBA, Fellow ADSA
Chief OMS, Nellis Air Force Base, Las Vegas, NV

Richard A. Hamilton, DDS, MS
Diplomate ABOMS, NDBA, Fellow ADSA
Clinical Professor, OMS and APC, UNLV School of Dental Medicine

Lawrence Hundley, DDS, MS, JD
Clinical Professor, OMS and APC, UNLV School of Dental Medicine

Stanley F. Malamed, DDS
Diplomate, ADBA
Professor of Anesthesia and Medicine
School of Dentistry, University of Southern California

Michael Mashni, DDS
Diplomate ADBA, NDBA, Fellow ADSA
President, ASDA

Daniel L. Orr II, DDS, MS (Anesthesiology), PhD, JD, MD
Diplomate ABOMS, ADBA, ABLM, NDBA, Fellow ADSA
Director OMS and APC, UNLV School of Dental Medicine

James W. Tom, DDS
Diplomate ADBA, NDBA, Fellow ADSA
Clinical Professor Dental Anesthesiology
School of Dentistry, University of Southern California

Joel M. Weaver, DDS, PhD
Diplomate ADBA, Fellow ADSA
Emeritus Professor Dental Anesthesiology,
The Ohio State University School of Dentistry

RENO



Oral Maxillofacial Surgery
Associates

July 10, 2012

Nevada State Board of Dental Examiners
Attn: Jade Miller, DDS, President
6010 South Rainbow Blvd.
Building A, Suite 1
Las Vegas, NV 89118

RE: Statement Regarding Practice by Oral and Maxillofacial Surgeons Traveling to
Perform Surgery—Northern Nevada

Dear Dr. Miller:

SPECIALISTS IN:

- ◆ Wisdom Teeth Removal
- ◆ Dental Implants
- ◆ Sleep Apnea
- ◆ Surgically Assisted
Orthodontic Care
- ◆ Facial Trauma
- ◆ Pathology
- ◆ Pre-Prosthetic Surgery
- ◆ Dental Extractions
- ◆ TMJ/TMD

I am writing on behalf of my fellow Oral and Maxillofacial Surgeons (OMS) in my 'call' group regarding dental practice we feel is unethical, unprofessional, and a risk to patient safety occurring in the Reno/Sparks area but also in other locations of Nevada. The problem is with other OMS coming to the area to provide treatment and leaving without arranging call coverage for their patients. The ramifications of this conduct presents potentially serious patient care consequences.

As you know, it is not accepted practice for an OMS to perform surgery and subsequently leave his/her patient under the post operative care of a general dentist. It is usual and customary, and standard of care to provide coverage for postoperative emergencies by another qualified OMS, not a general dentist. Additionally, those OMS providing care in our community have staff privileges at local hospitals in order to admit patients for any serious emergencies/complications, and provide continued follow up care to these patients. Dentoalveolar complications are not necessarily rare situations that require immediate response and treatment.

What has been occurring with some OMS traveling to our community, who do not have hospital privileges which requires a thirty minute arrival time to the ER for a patient, is that many of us have had to be called to respond to patients experiencing emergencies and complications. This creates difficulties as well for the patients as well as those practicing in this community. While itinerant medical care is sometimes necessary in very small and rural communities, that is not the case in the Reno/Sparks area and even some of the outlying areas of Northern Nevada. There are still inherent risks to itinerant care not least of which is necessary and quality post operative care. Absence of the treating practitioner to provide follow up care is malpractice, particularly when this can be avoided and is much about the choice of these practitioners conducting their practice this way.



*Diplomate American Board of
Oral and Maxillofacial Surgery

THOMAS P. MYATT, D.D.S.*

THOMAS J. MELENDREZ, D.D.S.*

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2
3 STATE OF NEVADA
4 BEFORE THE BOARD OF DENTAL EXAMINERS

5 NEVADA STATE BOARD OF DENTAL
6 EXAMINERS,

Case No. 1780

7 Complainant,

8 vs.

9 KATHY NELSON-BURNS, RDH

10 Respondent,
11

12 AMENDED FINDINGS AND RECOMMENDATIONS OF THE INFORMAL HEARING
13 HELD PURSUANT TO NRS 631 AND NAC 631

14 &

15 CONSENT OF KATHY NELSON-BURNS, RDH, MPH TO THE FINDINGS AND
16 RECOMMENDATIONS, PURSUANT TO NRS 631.363(5)

17 I.

INTRODUCTION

18 1. Via correspondence dated December 8, 2009, the Nevada State Board of Dental
19 Examiners (the "Board"), advised Kathy A. Nelson-Burns, RDH, MPH ("Respondent" or Ms.
20 Nelson-Burns") that pursuant to Agenda item 4(c)(1) at a properly noticed meeting on December
21 4, 2009, the Board authorized an investigative complaint regarding whether Ms. Nelson-Burns
22 violated NAC 631.210(2)(g)(2)(I) & (II).
23

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25 2. Via letter dated December 18, 2009, Ms. Nelson-Burns responded to the notice of
26

27 Page 1 of 16
28

1 authorized investigation dated December 8, 2009.

2 3. On February 2, 2010, Respondent supplemented her answer to the complaint with patient
3 schedules for the period of October 1, 2009 thru November 12, 2009.
4

5
6 4. On April 11, 2011, a Notice of Informal Hearing was forwarded to Ms. Nelson-Burns
7 which, in part, stated, in pertinent part, as follows:

8 Pursuant to NRS 631.363(1) be advised the Board has appointed Leslea
9 Villigan, RDH, DSO (hereinafter "Disciplinary Screening Officers or
10 investigators"), to conduct an investigation and an informal hearing to determine
11 whether or not you administered laser treatment(s) to patients prior to complying
12 with the provisions of NAC 631.210(2)(g).

13 Pursuant to NAC 631.250(1), the Disciplinary Screening Officers shall not
14 limit the scope of this investigation to the matters set forth in the authorized
15 investigation noted above, "but will extend the investigation to any additional
16 matters which appear to constitute a violation of any provision of Chapter 631 of
17 the Nevada Revised Statutes or the regulations contained in Chapter 631 of NAC
18 of this Chapter." Therefore, during the informal hearing you will be asked
19 questions whether or not you have complied with the reporting requirements set
20 forth in NAC 631.155.

21 NOTICE IS HEREBY GIVEN pursuant to NRS 631.363(2) the informal
22 hearing will occur on the following date and time at the following location:

23 DATE: April 29, 2011
24 TIME: 10:00 a.m.
25 LOCATION: Sunshine Litigation Services and Technologies
26 151 Country Estates Circle
27 Reno, NV 89511

28 Pursuant to NAC 631.255, the informal hearing will be recorded and
transcribed by a court reporter.

You may choose to appear with or without legal counsel at the informal
hearing. It would be in your best interest to have legal counsel present. Your

Page 2 of 16

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1 participation in the informal hearing is strictly voluntary. However, be advised
2 the informal hearing will take place and the procedures referenced herein will be
3 undertaken without or without your attendance. If you plan on attending the
4 informal hearing and you have additional documents, written statements or
5 supplemental responses you would like the Disciplinary Screening Officers to
6 consider, please forward such information and/or documentation to the Board at
least five (5) days prior to the informal hearing date. Please note if you decide not
to attend the informal hearing you still must produce the documents requested in
the attached Subpoena Duces Tecum.

7 Be advised as counsel for the Nevada State Board of Dental Examiners, I
8 will be present and will be assisting Disciplinary Screening Officer, Leslea
9 Villigan, RDH during the informal hearing. My participation in the informal
10 hearing shall include, but will not be limited to, making an opening/introductory
11 statement outlining and explaining the informal hearing process and how the
12 informal hearing will be conducted. I may also be asking questions of you and/or
13 your attorney at the informal hearing, in addition to questions directly posed of
14 you and/or your attorney by the Disciplinary Screening Officer. At your
15 discretion or with advice of counsel you may choose whether or not to answer any
16 questions asked by either myself or the Disciplinary Screening Officer. As Board
17 counsel my function at the informal hearing is but a part of the administrative
18 investigatory process. The decision whether to dismiss or recommend the Board
19 take further action rests solely with the Disciplinary Screening Officer, Leslea
20 Villigan, RDH.

21 In accordance with NRS 631.363(3) if, after the informal hearing, the
22 Disciplinary Screening Officers determine the Board should take further action
23 concerning the matter, they shall prepare written findings of fact and conclusions
24 ("report") and submit them to the Board, with a copy being sent to you.

25 Pursuant to NRS 631.363(4) if the Board, after receiving the report of the
26 Disciplinary Screening Officer holds its own hearing on the matter pursuant to
27 NRS 631.360, the Board may consider the Disciplinary Screening Officer's report
28 but is not bound by the Disciplinary Screening Officer's findings and conclusions.

Pursuant to NRS 631.363(5) if you, as the person being investigated, agree
in writing to the findings and conclusion of the Disciplinary Screening Officer as
contained in their reports, the Board may adopt the report as a final order of a
contested matter and take such action as is necessary without conducting its own
hearing on the matter. If adopted by the Board, the consented to findings and
conclusions report shall become public record.

1 If, after the informal hearing the Disciplinary Screening Officers
2 determine if the Board should take further action as noted in his report and if you
3 do not agree in writing to the report, then a Complaint may be filed with the
4 Board after which a formal hearing will be scheduled before the Board. Pursuant
5 to NRS 361.363(3) and (4), be advised the report may be attached as an exhibit to
6 any such Complaint.

7 Id., at pgs. 1-3.

8 5. Via letter dated April 18, 2011, Ms. Nelson-Burns' attorney, Charles R. Zeh, Esq.
9 advised of his representation and requested the informal hearing set for April 29, 2011, at 10:00
10 a.m. be continued.

11 6. Via an Amended Notice of Informal Hearing dated April 20, 2011, it was advised that the
12 informal hearing was now scheduled for June 10, 2011, at 9:00 a.m.

13 7. An Amended Subpoena Duces Tecum dated April 20, 2011, directed to Ms. Nelson-
14 Burns stated, in part, as follows:

15 WE COMMAND YOU, that all and singular, business and excuses being
16 set aside, you appear at SUNSHINE REPORTING SERVICES, 151 Country
17 Estates Circle, Reno, NV 89511, on the 10th day of June, 2011, at the hour of
18 9:00 a.m. to produce the following documents:

19 1. All patient records for the following patients: Patient "D", Patient "E", Patient
20 "F", Patient "G", Patient "H", Patient "I", Patient "K", Patient "L", Patient "M",
21 Patient "N", Patient "O", Patient "P", Patient "Q", Patient "R", Patient "S",
22 Patient "T", Patient "U", Patient "V", Patient "W", Patient "X", Patient "Y",
23 Patient "Z" and Patient "AA", including but not limited to billing records,
24 laboratory work orders, prescriptions slips, insurance records (including any
25 correspondence or billing submitted to an insurance provider), health history,
26 charts notes, informed consents, daily patient schedules for the dates of treatment,
27 day sheets, radiographs, and treatment plans. Records need to have
28 accompanying references to identify treating doctors and assistants and
hygienists.

1 2. Proof of required completion and/or certification for laser procedures.

2 You are required to bring with you at the time of your appearance any and all
3 items set forth above. In order to expedite the examination of the original
4 records/documents requested above, please provide a voluntary courtesy bate
5 stamped copy of the original records/documents to be produced. If you are not
6 inclined to provide a courtesy bate stamped copy of the original
7 records/documents to be produced, please be aware the examination of the records
8 will also include time to copy the records produced.

7 Id. at pgs. 1-2.

9 8. On April 25, 2011, Ms. Nelson-Burns' attorney, Charles R. Zeh, Esq. executed an
10 *Acceptance of Service* relative to the *Amended Notice of Informal Hearing* dated April 20, 2011,
11 and the *Amended Subpoena Duces Tecum* dated April 20, 2011.

13 9. On June 10, 2011, at 9:00 a.m. the informal hearing was held in Reno, Nevada, as set
14 forth in the Amended Notice of Informal Hearing. Present were Leslea Villigan, RDH, DSO
15 ("Disciplinary Screening Officer" or "Informal Hearing Officer"), Debra Shaffer, Deputy
16 Director, John A. Hunt, Esq., and Charles R. Zeh, Esq.

18 10. Twelve (12) exhibits were marked and discussed at the informal hearing.

21 II.

22 FINDINGS OF FACT AND CONCLUSIONS OF LAW

23 11. NAC 631.210(g)(2) provides, in pertinent part, as follows:

24 2. A dentist who is licensed in this State may authorize a dental hygienist in his

employ and under his supervision to:

(g) Use a laser that has been cleared by the Food and Drug Administration to perform intrasulcular periodontal procedures or tooth whitening procedures if:

- (1) The use of such a laser for those purposes is within the scope of the education, experience and training of the dental hygienist;
- (2) Before operating the laser, the dental hygienist has provided proof to the supervising dentist that the dental hygienist has successfully completed a course in laser proficiency that:
 - (I) Is at least 6 hours in length; and
 - (II) Is based on the Curriculum Guidelines and Standards for Dental Laser Education, adopted by reference pursuant to NAC 631.035; and
- (3) The supervising dentist has successfully completed a course in laser proficiency that:
 - (I) Is at least 6 hours in length; and
 - (II) Is based on the Curriculum Guidelines and Standards for Dental Laser Education, adopted by reference pursuant to NAC 631.035.

The dental hygienist must obtain authorization from the licensed dentist of the patient on whom the services authorized pursuant to this subsection are to be performed.

12. NAC 631.230(1)(a) and (1)(c) provides, in pertinent part, as follows:

1. In addition to those specified by statute and subsection 3 of NAC 631.177 the following acts constitute unprofessional conduct:

(a) The falsification of records of health care or medical records.

(c) The consistent use of dental procedures, services or treatments which constitute a departure from prevailing standards of acceptable dental practice even though the use does not constitute malpractice or gross malpractice.

13. NRS 631.349 provides, in pertinent part, as follows:

1 The acts described in NRS 631.346 to 631.3485, inclusive, must not be construed
2 as a complete list of dishonorable or unprofessional conduct, or as authorizing or
3 permitting the performance of other and similar acts, or as limiting or restricting
4 the Board from holding that other or similar acts constitute unprofessional or
dishonorable conduct.

5 14. NRS 631.3475(1) provides, in pertinent part, as follows:

6 The following acts, among others, constitute unprofessional conduct;

7 (1) Malpractice.

8 15. NRS 631.075, defines Malpractice in pertinent part, as follows:

9 Malpractice means failure on the part of a dentist to exercise the degree of care,
10 diligence and skill ordinarily exercised by dentists in good standing in the
11 community in which he practices. As used in this section, "Community" means
12 the entire area customarily served by dentists among whom a patient may
13 reasonably choose, not merely the particular area inhabited by the patients of that
individual dentist or the particular city or place where he has his office.

14 16. Based upon the investigation conducted to date; the information presently available for
15 review, including Ms. Nelson-Burns' response to questions posed during the informal hearing,
16 the Disciplinary Screening Officer assigned, issues for following findings of fact and conclusions
17 of law:

18 A. Based upon the investigation conducted to date, Disciplinary Screening Officer
19 Leslea Villigan, RDH applying the administrative burden of proof of substantial evidence
20 as set forth in State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497,
21 498 (1986) (see also Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d
22 1339 (1994); NRS 233B.135(3)(c) and NRS 631.350(1)), but not for any other purpose,
23 including any subsequent civil action, finds there is substantial evidence that Respondent
24
25
26

27 Page 7 of 16

1 on at least one occasion prior to successfully completing an approved course in laser
2 proficiency, utilized a laser to perform intrasulcular periodontal procedures and/or tooth
3 whitening procedures in violation of NAC 631.210(2).
4

5
6 B. Applying the administrative burden of proof of substantial evidence as set forth in
7 State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986) (see
8 also Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P. 2d 1339 (1994); NRS
9 233B.135(3)(c) and NRS 631.350(1)), but not for any other purpose, including any
10 subsequent civil action, Respondent respectfully disagrees with and does not consent to
11 the Disciplinary Screening Officers findings set forth above in paragraph 16.A.
12 However, for purposes of settling this matter, Respondent admits she held a laser Diode
13 and pushed the pedal to the Diode while the laser time was in her hand and that the same
14 was done without any intent to administer treatment during the news watch television
15 segment.
16
17

18 III.

19 RECOMMENDATIONS

20 17. Based upon the findings of fact and conclusions of law as more fully addressed above,
21 the Disciplinary Screening Officer make the following Recommendations:
22

23
24 A. Pursuant to NRS 631.350(1)(d), Respondent shall be placed on probation
25 commencing with the adoption of this document by the Board for a period of the sooner of six
26

27 Page 8 of 16

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1 (6) months ("probationary period") or the completion of all of the terms and conditions set forth
2 below:
3

4 1. In the event Respondent no longer practices dental hygiene in the
5 State of Nevada prior to completion of the probationary period, the probationary
6 period shall be tolled. In the event the probationary period is tolled because
7 Respondent does not practice in the State of Nevada and the terms and conditions
8 of this document are not satisfied within one (1) year of adoption of this document
9 by the Board, Respondent agrees her license to practice dental hygiene in Nevada
shall be deemed voluntarily surrendered with disciplinary action. Thereafter the
Board's Executive Director, without any further action or hearing by the Board,
shall issue an Order of Voluntary Surrender with disciplinary action and report
same to the National Practitioners Data Bank.

10 2. Pursuant to NRS 631.350(k), in addition to completing the
11 required continue education, Respondent shall obtain an additional eight (8) hours
12 of supplemental education related to ethical conduct. The supplemental
13 education must be submitted in writing to the Executive Director of the Board for
14 approval prior to attendance. Upon the receipt of the written request to attend the
15 supplemental education the Executive Director of the Board shall notify
16 Respondent in writing whether the requested supplemental education is approved
17 for attendance. Respondent agrees seventy (70%) percent of the supplemental
18 education shall be completed through attendance at live lecture. The remaining
19 thirty (30%) percent of the supplemental education may be completed through
20 online/home study courses. The cost associated with this supplemental education
21 shall be paid by Respondent. Respondent shall complete the supplemental
22 education within six (6) months of adoption of this document and should the same
23 not be completed within said time period, Respondent agrees her license to
24 practice dental hygiene in the State of Nevada may be automatically suspended
25 without any further action of the Board other than the issuance of an Order of
26 Suspension by the Executive Director. Upon Respondent submitting written
27 proof of the completion of the supplemental education, Respondent's license to
28 practice dental hygiene in the State of Nevada will be automatically reinstated,
assuming all other provisions of this document are in compliance. Respondent
waives any right to seek injunctive relief from any Federal or State of Nevada
District Court to prevent the automatic suspension of Respondent's license to
practice dental hygiene in the State of Nevada due to Respondent's failure to
comply with this paragraph, i.e., paragraph 17(A)(2). Respondent shall also be
responsible for any costs or attorney's fees incurred in the event the Board has to
seek injunctive relief to prevent Respondent from practicing dental hygiene

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1 during the period Respondent's license is automatically suspended.

2
3 3. Respondent, pursuant to NRS 622.400, shall reimburse the Board
4 for the cost of the investigation and the monitoring referenced in this document in
5 the total amount of Five Thousand and XX/100 Dollars (\$5,000.00) to be paid
6 with an initial installment of \$1,000.00 upon adoption of the document by the
7 Board. Thereafter Respondent shall make monthly installments in the amount of
8 \$1,000.00 per month which must be physically received by the Board on the tenth
9 day of each month until the remaining balance is paid in full. Respondent may
10 pre-pay the remaining amount at any time during the probationary period.

11
12 4. Respondent, pursuant to NRS 631.350(1)(c), shall pay a fine in the
13 amount of One and XX/100 Dollars (\$100.00), to be paid within thirty (30) days
14 of the adoption of this document.

15 5. In the event Respondent defaults on the payment set forth in
16 paragraph 17A(3). and/or 17A(4), Respondent's license to practice dental hygiene
17 in the State of Nevada may be automatically suspended without any further action
18 of the Board other than issuance of an Order of Suspension by the Executive
19 Director. Subsequent to the issuance of the Order of Suspension, Respondent
20 shall pay a liquidated damage amount of Twenty Five Dollars (\$25.00) for each
21 day Respondent is in default on the payment(s) of any of the amounts set forth in
22 paragraph 17A(3). and/or 17A(4). Upon curing the default of the applicable
23 defaulted paragraph, Respondent's license to practice dental hygiene in the State
24 of Nevada will automatically be reinstated by the Executive Director of the Board,
25 assuming there are no other violations of any of the provisions contained in this
26 document. Respondent shall also be responsible for any costs or attorney's fees
27 incurred in the event the Board has to seek injunctive relief to prevent Respondent
28 from practicing dental hygiene during the period in which her license is
suspended. Respondent waives any right to seek injunctive relief from either the
Nevada Federal District Court or the Nevada State District Court to reinstate his
license prior to curing any default on the amounts due and owing.

6. In the event Respondent fails to cure any defaults in payment
within forty-five (45) days of the default, said amount(s) may be reduced to
judgment.

7. Respondent waives any right to have the amount owed pursuant to
paragraph 17A(3). and/or 17A(4) discharged in bankruptcy.

8. Pursuant to NRS 631.350(1)(e), the Board should issue a public reprimand based upon Respondent's unprofessional conduct discussed herein.

9. Pursuant to NRS 631.350(1)(i) Respondent shall retake (and score a passing grade) the jurisprudence examination. Respondent shall retake the jurisprudence examination within ninety (90) days of adoption of this document and should the same not be completed within said time period, Respondent's license to practice dental hygiene in the State of Nevada may be automatically suspended without any further action of the Board other than the issuance of an Order of Suspension by the Executive Director. Upon Respondent submitting written proof of the retaking and receiving a passing grade of the jurisprudence examination, Respondent's license to practice dental hygiene in the State of Nevada will be automatically reinstated, assuming all other provisions of this document are in compliance. Respondent waives any right to seek injunctive relief from any Federal or State of Nevada District Court to prevent the automatic suspension of Respondent's license to practice dental hygiene in the State of Nevada due to Respondent's failure to comply with this paragraph, i.e., paragraph 17A(9). Respondent shall also be responsible for any costs or attorney's fees incurred in the event the Board has to seek injunctive relief to prevent Respondent from practicing dental hygiene during the period Respondent's license is automatically suspended.

By Leslea Villigan this 19 day of March, 2012.
Leslea Villigan, RDH
Disciplinary Screening Officer

IV.

CONSENT TO FINDINGS AND RECOMMENDATIONS

18. NRS 631.363(5) states:

5. If the person who was investigated agrees in writing to the findings and conclusions of the investigator, the Board may adopt that report as its final order and take such action as is necessary without conducting its own hearing on this matter.

1 19. I, Kathy Nelson-Burns, RDH, MPH, hereby acknowledge I have read NRS 631.363(5).
2 I am aware if I decide not to consent to the Amended Findings of Fact, Conclusions of Law, and
3 Recommendations of the Informal Hearing Officer, a formal complaint may be filed against me.
4 In the event a formal complaint is filed, I am aware I have the right to a full disciplinary hearing
5 before the Nevada State Board of Dental Examiners.
6

7
8 20. I have read all of this document, including but not limited to the above referenced
9 sections (i.e., Introduction, Amended Findings of Fact and Conclusion of Law,
10 Recommendations, and Consent to Amended Findings and Recommendations (collectively
11 "AFR&C")) of Informal Hearing Officer, Leslea Villigan, RDH, and upon advice of my counsel,
12 with the exception of Paragraph 16A, I consent to this document and all of its AFR&C,
13 including all of the Informal Hearing Officer's findings of fact and conclusions of law, and
14 recommendations herein.
15
16

17
18 21. I have reviewed this FR&C, including but not limited to the above referenced sections
19 (i.e., Introduction, Findings of Fact and Conclusion of Law, and Recommendations) with my
20 attorney, Charles R. Zeh, Esq., who has explained each and every provision contained therein,
21 including but not limited to, all of the Informal Hearing Officer's findings, conclusions, and
22 recommendations.
23
24

25 22. I further understand this consent to the AFR&C and any of its findings, conclusions,
26

27 Page 12 of 16
28



1 recommendations, and information obtained from this investigation may be submitted in future
2 disciplinary proceedings.

3
4
5 23. I further acknowledge, with the exception of Paragraph 16A, that I am consenting to this
6 AFR&C and its findings, conclusions, and recommendations of the Informal Hearing Officer
7 voluntarily, without coercion or duress, and in the exercise of my own free will.

8
9
10 24. I am aware by consenting to this AFR&C and its findings, conclusions, and
11 recommendations, with the exception of Paragraph 16A, I am consenting to all of the provisions
12 contained therein, including the findings, conclusions, and recommendations as stated above by
13 the Disciplinary Screening Officer.

14
15 25. I am aware by consenting to this AFR&C and its findings, conclusions, and
16 *with the exception of Paragraph 16A* recommendations, I am waiving all rights to seek judicial review or otherwise to challenge or
17 *RUB* contest the validity of this AFR&C and its findings, conclusions, and recommendations
18 contained herein.

19
20
21 26. I am aware that the Nevada State Board of Dental Examiners may choose not to adopt my
22 consent to this AFR&C and its findings, conclusions, and recommendations of the Informal
23 Hearing Officer. This AFR&C and its findings, conclusions, and recommendations, along with
24 my consent thereto will be presented to the Board for ratification at its next available properly
25

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27 Page 13 of 16

28 *KNB*
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1 noticed meeting. If the Board ratifies the AFR&C, such ratification will be considered a final
2 disposition of a contested case and shall become a public record. Further, copies of the ratified
3 AFR&C shall be provided/reported to the public, appropriate agencies/entities, including but not
4 necessarily limited to, the National Practitioners Data Bank.
5

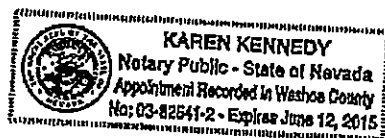
6
7 27. I hereby specifically recognize, acknowledge and agree that failure on my part to fully
8 satisfy all of the terms and conditions of this AFR&C shall constitute unprofessional conduct; I
9 further agree in the event I fail to satisfy all of the terms and conditions of this AFR&C, the
10 Board may impose additional disciplinary penalties upon the convening of a full Board hearing
11 to determine solely whether I have breached any of the consented to findings, conclusions, and
12 recommendations of the Informal Hearing Officer.
13

14
15 By Kathy Nelson-Burns this 14th day of March, 2012.
16 Kathy Nelson-Burns, RDH

17 SUBSCRIBED and SWORN to before me

18 this 14th day of March, 2012.

19 Karen Kennedy
20 NOTARY PUBLIC, in and for said
21 County and State.



22 APPROVED AS TO FORM AND CONTENT

23
24 By Charles R. Zeh this 15th day of March, 2012.
25 Charles R. Zeh, Esq.
26 Respondent's attorney

CZ

1
2
3 By John A. Hunt this 19 day of March, 2012.
4 John A. Hunt, Esq.
5 Board's attorney

6 V.

7 ACTION BY THE BOARD

8 The foregoing *Amended Findings and Recommendations of the Informal Hearing, Held*
9 *Pursuant to NRS 631 and NAC 631 & Consent of Kathy Nelson-Burns, RDH, MPH to the*
10 *Findings and Recommendations Pursuant to NRS 631.363(5) in the matter of Nevada State*
11 *Board of Dental Examiners v. Kathy Nelson-Burns, RDH, MPH, case no. 1780, was (circle the*
12 *appropriate action):*

13 Approved X

14 Disapproved _____

15 by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

16 DATED this 6th day of April, 2012.

17 NEVADA STATE BOARD OF DENTAL EXAMINERS

18
19 William G. Parras
20 WILLIAM G. PARRAS, D.D.S., President
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22
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27 Page 15 of 16

Rating & Hunt, Inc.
301 S. Main St., Suite 17
Las Vegas, Nevada 89106
Tel (702) 416-3006
Fax (702) 416-3006

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STANDARD HANDBOOK OF THE HUNTING AND FISHING INDUSTRY
PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF HUNTERS AND FISHERIES
PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF HUNTERS AND FISHERIES

AMENDMENT # 1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

NEVADA STATE BOARD OF DENTAL EXAMINERS
6010 S. Rainbow Blvd, A-1
Las Vegas, NV 89118
(702) 486-7044

And

John A Hunt, Esq.
RALEIGH & HUNT, P.C.
500 S. Rancho Dr., Ste 17
Las Vegas, NV 89106
Phone: (702) 436-3835 Fax: (702) 436-3836

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, resulting from Request for Proposal # 64, and dated 11/10/2009 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Item 6a: The maximum amount of the contract for the term of the contract is \$700,000 (see below) *HL*

Current Contract Language:

Item 6a: The maximum amount of the contract for the term of the contract is \$500,000 with a per year limit of *\$150,000 HL*

Amended Contract Language:

Item 6a: The maximum amount of the contract for the term of the contract is \$700,000 with no annual limit. *HL*

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature

Date

Title

Approved July 8, 2002

Signature

Date

Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On

(Date)

Deputy Attorney General for Attorney General

On

8/13/12

(Date)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Agency Name: Nevada State Board of Dental Examiners Contractor Name: John A. Hunt, Esq. and Fox Rothschild, LLP
Agency Code: B007 105 Address: 3800 Howard Hughes Parkway, Suite 500
Appropriation Unit: _____ Las Vegas, Nevada 89169
Is budget authority available? ☒ Yes ☐ No Contact / Phone: 702-262-6899
If "No" please explain: _____ Vendor No.: _____ CDB#: _____

To what State Fiscal Year(s) will the contract be charged? FY10-FY14

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/> General Funds _____ %	<input checked="" type="checkbox"/> Fees <u>Licensing</u> <u>100</u> %
<input type="checkbox"/> Federal Funds _____ %	<input type="checkbox"/> Bonds _____ %
<input type="checkbox"/> Highway Funds _____ %	<input type="checkbox"/> Other funding: _____ %

2. Contract start date:

a. Effective upon Board of Examiner's approval? ☐ or b. other effective date August 1, 2009
Anticipated BOE meeting date _____
[Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: July 31, 2013 (original contract)
Contract term: Four Years (indicate in years the length of the contract and any potential renewals)

4. Type of contract (check one):

a. ☒ New Contract ☐ Cooperative Agreement
☐ Contract Amendment # _____ ☐ Revenue Contract
☐ Interlocal Contract ☐ Other Contract: _____

b. Contract Description (limited to 3 or 4 key words): Legal Services

5. Purpose of contract (Describe Scope of Work or service to be accomplished):

To provide general counsel and represent the Board in disciplinary matters.

6. a. NEW CONTRACTS ONLY:

The maximum amount of the contract for the term of the contract is: \$500,000
Payment for services will be made at the rate of 190/150 per hour Partner/Associate
(enter dollar amount) (time interval, i.e., hour, year)
or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY:

Maximum amount of the original contract (refer to 6 a) _____ Meeting date of BOE approval _____
Total amount of any previous contract amendments _____
Amount of current contract amendment _____
New maximum contract amount (Add lines 1, 2, and 3 for the total of line 4) _____
and/or the termination date of the original contract has changed to: _____
and/or explain other changes: _____

RETROACTIVE

☒ BOE
☒ NON BOE
☒ ANALYST INITIALS.

II. JUSTIFICATION

7. What conditions mandate that this work be done?
NRS 631.190 mandate the work be done
8. Explain why State employees in your agency or other State agencies are not able to do this work:
NRS 631.190 mandate the work be done
9. Were quotes or proposals solicited? ☐ Yes ☒ No
Was the solicitation (RFP) done by the Purchasing Division? ☐ Yes ☒ No If both are No, see 9 b.
a. If yes, list the names of vendors that submitted proposals.

b. Solicitation Waiver ☐ # Professional Service ☐ Exempt ☐
c. Why was this contractor chosen in preference to others?
Contractor has been providing legal representation to the Board for the past 19 years. Due to ongoing matters and contractor's excellent service, the Board wishes to extend contract.
d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? ☐ Yes ☒ No
If yes, per NRS 242.151 DoIT approval is required.

DoIT Director or designee approval

Date

III. OTHER INFORMATION:

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion or advice for a fee")
☐ Yes ☒ No
b. Is the contractor a current employee the State of Nevada?
☐ Yes ☒ No If "Yes," is the contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?
☐ Yes ☒ No If "Yes," please provide employment termination date.
d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
☐ Yes ☒ No If "Yes," please explain
12. Has the contractor ever been engaged under contract by any State agency?
☐ Yes ☒ No If "Yes," specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
13. Contracts over \$25,000 per fiscal year: Is the contractor currently involved in litigation with the State of Nevada?
☐ Yes ☒ No If "Yes," please provide details of the litigation and facts supporting approval of the contract.

14. Agency Field Contract Monitor:

Printed Name

Title

Phone No.

15. Certified Contract Manager Approval:

Printed Name

Signature

Phone No.

16. Agency Head Approval:

Signature

17. Date Contract Summary was Prepared:

Date

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Nevada State Board of Dental Examiners
6010 S. Rainbow Blvd. Ste. A-1
Las Vegas NV 89118
Phone 702-486-7044
Fax 702-486-7046

And

John A. Hunt, Esq.
Fox Rothschild, LLP
Tax ID# ~~XXXXXXXXXX~~

3800 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and
WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from August 1, 2009 to July 31, 2013, unless sooner terminated by either party as specified in paragraph (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following Appendixes in descending order of constructive precedence; a Contractor's Appendix shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: STATE SOLICITATION and ATTACHMENTS #1, ETC.;
SCOPE OF WORK
ATTACHMENT B: CONTRACTOR'S RESPONSE

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$190.00 per hour for John A. Hunt, Esq. and \$150.00 per hour for an associate (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: \$150,000 per year, not to exceed \$500,000. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated

attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated Appendices of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a state claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

	<u>Contractor's Initials</u>	
	YES	NO
1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2. Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease. N/A

- If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

- 1) Minimum Limits required:
\$ N/A General Aggregate
\$ N/A Products & Completed Operations Aggregate
\$ N/A Personal and Advertising Injury
\$ N/A Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: \$ N/A Each Occurrence for bodily injury and property damage
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: \$1,000,000 Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: \$ N/A Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security

Amount required: \$ N/A

- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
- 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
- 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, *The State of Nevada, (the agency), its officers, employees and immune contractors* as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

- 17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
- 18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

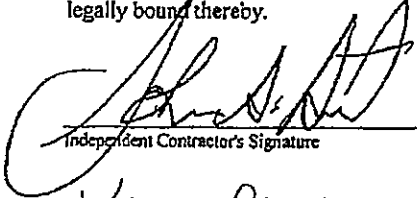
b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated Appendix(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachments to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Appendix and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 9/9/9

Independent Contractor's Signature Date

Partner

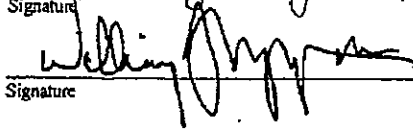
Independent Contractor's Title

 9/22/09

Signature Date

Executive Director, NSBDE

Title

 4-24-09

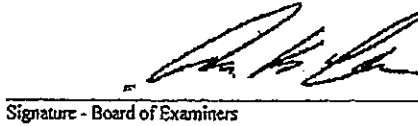
Signature Date

PRESIDENT

Title

Signature Date

Title



Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 11-10-09

(Date)



Deputy Attorney General for Attorney General

On 9/28/09

(Date)

SCOPE OF WORK- ATTACHMENT "A"

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is made by and between the Nevada State Board of Dental Examiners (NSBDE), acting by and through its President, and John A. Hunt, Esq. of the law firm of Fox Rothschild, LLP.

RECITALS

1. N.R.S. 631 authorizes the NSBDE to employ attorneys, investigators, and other professional consultants and clerical personnel necessary to do the discharge of its duties.

2. The NSBDE desires to retain John A. Hunt, Esq. to provide professional services as directed by the NSBDE.

3. Mr. Hunt represents that he is duly qualified and able to render the services requested by the NSBDE;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is expressly acknowledged, the parties agree as follows:

1. This contract shall not become effective unless and until approved by a majority vote of the members of the NSBDE and unless and until approved by the Board of Examiners.

2. This contract shall be effective from August 1, 2009, to and including July 31, 2013, unless sooner revoked by the NSBDE as set forth in paragraph 3 below.

3. This contract may be revoked by the NSBDE without cause prior to the expiration date set forth in paragraph 2 above by serving written notice of revocation upon Mr. Hunt.

4. The nature and scope of the services to be performed by Mr. Hunt include, by are not limited to, the following:

Provide professional advice and assistance on matters relating to the NSBDE including disciplinary complaints and proceedings; represent the NSBDE in matters affecting members of the general public; and assist the President and the Executive Officers in the prompt and efficient processing of proposed amendments to existing regulations and legislation affecting the NSBDE.

Mr. Hunt shall notify the Attorney General's Office promptly of all significant developments in regard to legal services provided under this contract and consult with the Attorney General's Office regarding significant decisions related to those under this

contract, the Attorney General's Office shall be immediately informed in writing of the nature of this action. Mr. Hunt shall promptly advise the Risk Management Division of the Department of Administration regarding changes in the status of litigation which may have a fiscal impact on the state.

All work products of Mr. Hunt resulting from this contract are the exclusive property of the NSBDE. If any work remains in progress at the termination of this agreement, Mr. Hunt shall surrender all documents, objects or other tangible items related to the work of the Attorney General's Office upon request.

Mr. Hunt shall not accept other representation known to be in direct conflict with the subject matter of this contract without prior written approval of the Attorney General's Office and will consult with the Attorney General's Office regarding potential conflicts of interest, at all times acting in accordance with the Nevada Rules of Professional Conduct, Supreme Court Rules 157-159.

Mr. Hunt has advised the Executive Director of the NSBDE that his commitments to existing clients may preclude him from attending presently scheduled meetings of the NSBDE. Mr. Hunt will cooperate with the State Board to insure that other counsel will be available to handle the NSBDE's meetings if Mr. Hunt cannot attend.

Copies of malpractice insurance will be attached to the contract with proof of policy of attorney liability insurance for errors and omissions that is issued by an admitted insurance company authorized to transact insurance in the State of Nevada or by an insurance company authorized to transact surplus lines in the State of Nevada in the amount of \$1 million, as determined by the Division of Risk Management, Department of Administration, 209 E. Musser Street, Room 104, Carson City, Nevada 89710.

5. Mr. Hunt agrees to provide the services set forth in paragraph 4 above at a cost of \$190.00 for Mr. Hunt and \$150.00 for associate per hour exclusive of travel and lodging expenses. Total compensation to be paid under this contract shall not exceed \$250,000.00 in any given year.

Mr. Hunt resides in Las Vegas. Mr. Hunt will discuss the day before scheduled meetings, hearings or court appearances that are to be held in Clark County to confer with the NSBDE and staff and to insure his attendance at the scheduled meeting, hearing or court appearance.

Mr. Hunt agrees to submit to the NSBDE monthly billing for work performed. Mr. Hunt agrees that he will only bill for actual time spent performing a task, not for unit charge. The billing shall describe all work performed with particularity and by whom it was performed. The NSBDE agrees to pay all undisputed billings within thirty (30) days of receipt.

Unless otherwise agreed in advance, it is expected Mr. Hunt will attend meetings, depositions and arguments, although a second person may be needed for trials and major hearings or meetings.

Charges for attorney time during travel will not normally be reimbursable unless the time is actually used performing legal services or as otherwise arranged in advance.

The NSBDE will not pay legal fees for the training of personnel incurred as a result of staffing changes, for time spent educating junior lawyers or associates in an area of substantive law when Mr. Hunt is retained because of expertise in that area of the law, or for more than ten hours of work per day for any individual, except during trial. The NSBDE will not pay for local telephone expenses, office supply costs or the costs of first class travel (travel arrangements should be made in advance to take advantages of cost-effective discounts or special rates).

Mr. Hunt shall submit monthly statements to the NSBDE itemizing all expenses for which reimbursement is claimed. Certain disbursements will not be paid unless agreed to in advance. These include: secretarial or word processing services (normal, temporary, or overtime); photocopy expenses of more than \$.20 per page for copies and \$1.00 per page for color copies; photocopy costs in excess of \$2,000.00 for a single job; any other staff charges, such as meals, filing, proofreading, regardless of which incurred; computer time (other than computer legal research specifically authorized in advance).

6. This contract shall be construed and interpreted according to the laws of the State of Nevada.

7. Mr. Hunt may not assign, transfer or delegate any rights, obligations, or duties under this agreement without the prior written consent of the NSBDE.

8. The parties agree that Mr. Hunt is an independent contractor and is not an employee of the NSBDE. The NSBDE is not responsible for the payment of withholding, industrial insurance coverage, retirement benefits, insurance benefits, vacation or sick leave, or unemployment compensation to Mr. Hunt.

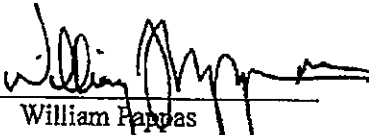
9. In the event that a civil action is instituted to collect any payment due under this contract or to obtain performance under this contract, the prevailing party shall recover, as the court deems appropriate, reasonable attorneys' fees and all costs and disbursements incurred in such action.

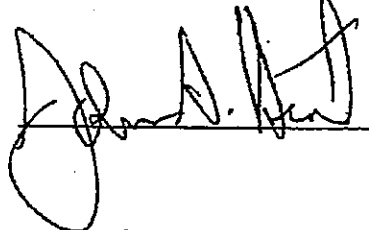
10. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by each of the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of July, 2009.

NEVADA STATE BOARD OF
DENTAL EXAMINERS

JOHN A. HUNT, ESQ.
3800 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89169

By 
William Pappas
President




Approved by Board of Examiners:

Date: 7-24, 2009

By: _____

 
Date: 9/22, 2009

Approved As To Form:


Deputy Attorney General
For Attorney General

Kathleen Kelly

From: Maureen Martinez
Sent: Friday, August 10, 2012 8:13 AM
To: Kathleen Kelly
Subject: CETS 056_RE: Contract: Attorney

Kathy

Ok to waive general liability on this contract. Please use this email as your approval and attachment for CETS.

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
State of Nevada
775-687-3193
775-687-3195 fax

Please note the new email address: memartinez@admin.nv.gov

From: Kathleen Kelly
Sent: Thursday, August 09, 2012 4:01 PM
To: Maureen Martinez
Subject: RE: Contract: Attorney

Hi...I don't enter CETS yet so Liz would have to. I guess yes, I would need the waiver so she can enter when it gets to her. I am preparing to send it to AG's office to sign off. Thank you!

Kathleen J Kelly
Kathleen J Kelly
Executive Director
Nevada State Board of Dental Examiners
6010 S Rainbow Blvd, #A-1
Las Vegas, NV 89118
(702) 486-7044 (800) 337-3926 Fax: (702) 486-7046

From: Maureen Martinez
Sent: Thursday, August 09, 2012 3:58 PM
To: Kathleen Kelly
Subject: RE: Contract: Attorney

I didn't realize the contract you were working on is an extension of a current contract. I wouldn't be complete out of the ordinary to not have the general liability since the bulk of his exposure is due to his professional duties. If I can grant you the waiver for the general liability if you need this for CETS.

Please let me know.

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
State of Nevada
775-687-3193
775-687-3195 fax

Please note the new email address: memartinez@admin.nv.gov

From: Kathleen Kelly
Sent: Thursday, August 09, 2012 3:54 PM
To: Maureen Martinez
Subject: Contract: Attorney

Hi Maureen: Left another message. The atty is letting me know that General Liability Coverage is N/A because it does say that under that section on his current contract. I am writing an amendment because the maximum term amount is being exceeded. Because his contract was approved in 2009, perhaps that general liability wasn't required? And with any new contract for him going forward it would be? Sound correct?

Kathleen J Kelly
Kathleen J Kelly
Executive Director
Nevada State Board of Dental Examiners
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Las Vegas, NV 89118
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RALEIGH & HUNT, P.C.**Business Entity Information**

Status:	Active	File Date:	12/6/2010
Type:	Domestic Professional Corporation	Entity Number:	E0578102010-5
Qualifying State:	NV	List of Officers Due:	12/31/2012
Managed By:		Expiration Date:	
NV Business ID:	NV20101848653	Business License Exp:	12/31/2012

Additional Information

Central Index Key:	
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Registered Agent Information

Name:	JOHN A. HUNT	Address 1:	500 S RANCHO DR STE 17
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89106
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	100.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers☐ Include Inactive Officers**Secretary - JOHN A HUNT**

Address 1:	500 SOUTH RANCHO ST 17	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89106	Country:	
Status:	Active	Email:	

Treasurer - JOHN A HUNT

Address 1:	500 SOUTH RANCHO ST 17	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89106	Country:	
Status:	Active	Email:	

President - CHRISTOPHER J RALEIGH

Address 1:	500 SOUTH RANCHO ST 17	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89106	Country:	
Status:	Active	Email:	

Director - CHRISTOPHER J RALEIGH

Address 1:	500 SOUTH RANCHO ST 17	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89106	Country:	

Status: Active	Email:
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Actions\Amendments			
Action Type:	Articles of Incorporation		
Document Number:	20100906351-77	# of Pages:	2
File Date:	12/6/2010	Effective Date:	
Initial Stock Value: No Par Value Shares: 100		Total Authorized Capital: \$ 0.00	
Action Type:	Initial List		
Document Number:	20100906352-88	# of Pages:	1
File Date:	12/6/2010	Effective Date:	
(No notes for this action)			
Action Type:	Miscellaneous		
Document Number:	20100906353-99	# of Pages:	1
File Date:	12/6/2010	Effective Date:	
(No notes for this action)			
Action Type:	Miscellaneous		
Document Number:	20100906354-00	# of Pages:	1
File Date:	12/6/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120002313-94	# of Pages:	1
File Date:	1/3/2012	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20120346577-57	# of Pages:	1
File Date:	5/16/2012	Effective Date:	
(No notes for this action)			

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MEMORANDUM

DATE: August 16, 2012

TO: James Kinard, DDS/John Hunt, Esquire/ Rick Thiriot, DDS, DSO Coordinator

FROM: Debra Shaffer, Deputy Executive Director
Nevada State Board of Dental Examiners

Re: Legal & Disciplinary Report for period January 1, 2012 through August 15, 2012

119 Notice of Complaints issued

111 Verified complaint
8 Authorized Investigations

(25 of the 119 complaints issued in month of July 2012)

2 Full Board Hearings:
1 resulted in Revocation
1 resulted In Amended Findings and Recommendations

9 Informal Hearings:
2 cancelled – 1 remanded
1 resulted in Stipulation
3 re-convened
4 resulted in Board Action

5 Drafted Stipulations (Proposed)

7 Board Actions have been approved by the Board for period January 2012 through August 15, 2012

Page 2

- 3 Investigations for the unlicensed practice of dentistry (since June 2012-Current)
- 2 Cases to be filed in District Court
- 2 Deceased practices monitored
- 2 Cases pending in District Court against the Board
- 71 Investigations pending (12 investigations are pending from 2010-2011)
- 13 Board Actions being monitored

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Infection Control Inspection/Survey Form:

Revised 8-17-2012

Inspector(s):

Dental Office Name/Address:

Licensee Name:

Owner Dentist Name:

Initial First Inspection ☐

Random Inspection ☐

Re-Inspection ☐

Date:

Inspection Findings /Date

Compliance Level 1-4 *Has a written infection control program.*

- | | | | |
|-----|--------|---|---|
| 1. | Yes No | 3 | Includes a written system of sterilization process monitoring |
| 2. | Yes No | 3 | Includes a written process for managing semicritical and critical items |
| 3. | Yes No | 3 | Includes a written process for managing failed chemical, heat or biological monitoring |
| 4. | Yes No | 3 | Includes written policies for use of Personal Protective Equipment (PPE) |
| 5. | Yes No | 3 | Includes documentation of vaccinations offered to HCW with infectious exposure risk (Hepatitis B, influenza per CDC) |
| 6. | Yes No | 3 | Includes documentation that vaccinations declined by health care workers |
| 7. | Yes No | 3 | Includes vaccination records for all employees with exposure risks |
| 8. | Yes No | 3 | Includes written policies and procedures for handling and management of sharps |
| 9. | Yes No | 3 | Includes a Sharps Injury Log exist |
| 10. | Yes No | 3 | Includes a written post exposure medical evaluation plan (use CDC: needle stick/sharps injury/exposure protocol) and 24/7 contact telephone number for qualified designated health care provider. |

Page 1 of 10

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11. Yes No	3	Includes documentation of post exposure follow-up for all sharps injuries involving contaminated instruments.
12. Yes No	3	Includes written policies and procedures for medical waste management
13. Yes No	3	Licensed waste hauler used for regulated waste---Name and/or Telephone Number:
14. Yes No	3	Includes written policies and procedures for aseptic management during patient care
15. Yes No	3	Includes written policies and procedures for surface disinfection and environmental barrier protection
16. Yes No	3	Includes written policies and procedures for laboratory procedures
17. Yes No	3	Includes written policy and procedure for patients known to have communicable disease on arrival (TB, influenza)
18. Yes No	3	Comprehensive medical history form in use to evaluate patients
19. Yes No	2	Ensures patient information routinely reviewed and updated.

<i>Record Keeping</i>		<i>Each Practice Must....</i>
20. Yes No	3	Reviews the written infection control plan at least annually to ensure compliance with best practices
21. Yes No	3	Documentation of Bloodborne Pathogen training at date of hire and annually thereafter
22. Yes No	3	Documentation of training of health-care employees in selection and use of PPE
23. Yes No	3	Documents corrective actions for all deviations from written policy
24. Yes No	3	Up-to-date confidential employee health records
25. Yes No	3	Employee health records kept for 30+ years <input type="text"/> since opening <input type="text"/> Date:
26. Yes No	3	Injury/incident records
3. Yes No		Qualified designated health care provider identified. (Use CDC: needle stick/sharps injury/exposure protocol)
27. Yes No	3	Emergency telephone numbers posted



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28.	Yes No	3	Training records kept for 3+ years
29.	Yes No	3	Informed refusal declination records of indicated immunizations/vaccination
30.	Yes No	4	Equipment repair and maintenance records
31.	Yes No	1	Biological weekly monitoring logs
32.	Yes No	3	Post exposure evaluation and follow-up records
33.	Yes No	4	Maintenance log for sterilization equipment is up-to-date
34.	Yes No	3	Weekly biological testing logs maintained for 2+ years <input type="text"/> since opening <input type="text"/> Date: <input type="text"/>

Has an employee training and monitoring program

35.	Yes No	2	Provides and documents appropriate training for all staff assigned to process semi-critical and critical instruments
36.	Yes No	3	a) provides hand-on training
37.	Yes No	2	Monitors and documents compliance with use of PPE
38.	Yes No	2	Provides and documents training in hand hygiene
39.	Yes No	2	Provides annual Infection Control training

Communicable Disease Control Procedures

40.	Yes No	1	Single use or sterilization for critical items
41.	Yes No		Multi-dose vials used
42.	Yes No N/A	1	a) If yes, vials are only entered with new, sterile syringe with a new, sterile needle
43.	Yes No N/A	2	b) Cap of multi-dose vial cleaned with alcohol based wipe before being accessed

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44.	Yes	No	N/A	2	c) Are multi-use vials discarded when expired or 28 days after initial access (as applicable)- Must have date when first accessed.
45.	Yes	No	N/A	2	d) Is initial access dated on the multi-use vials?
46.	Yes	No			Fluid infusion and administration sets (IV bags, tubing and connectors) used?
47.	Yes	No	N/A	1	a) If yes, used only on one patient
48.	Yes	No	N/A	1	b) Disposed of after single use ?
49.	Yes	No	N/A	1	c) Single IV bag is <u>not</u> used to mix medications for more than one patient
50.	Yes	No	N/A	1	d) Single dose medication/infusions are used for only one patient and discarded after use
51.	Yes	No		2	Personnel wear utility gloves when processing contaminated instruments- Not latex type for patient care
52.	Yes	No		2	Supplies for hand hygiene are accessible to employees at point of need
53.	Yes	No		2	Soap and water easily accessible
54.	Yes	No		2	Alcohol based rubs easily accessible-if used
55.	Yes	No		1	Team members display appropriate hand hygiene techniques
Appropriate PPE supplies accessible for employees with exposure risks					
56.	Yes	No		1	Gloves (Latex and latex free or just latex free)
57.	Yes	No		1	Masks
58.	Yes	No	N/A	1	Sterile Surgical Gloves---for surgical procedures (Examples:)
59.	Yes	No		1	Safety glasses with side shield or full face shields
60.	Yes	No		1	Disposable gowns/laundered gowns offered
61.	Yes	No		2	Health care workers display appropriate use of PPE barriers



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62.	Yes No	3	Running water eye wash station accessible
63.	Yes No	2	Appropriate barrier products available (dental dams, protective eyewear, other)
64.	Yes No	4	Basic first aid products and equipment available (Recommended to include: nitroglycerin, Benadryl, epi pen, oxygen, aspirin, albuterol, glucose, glucagon)
65.	Yes No	2	Dental unit water lines flushed between patients for a minimum of 20 seconds
66.	Yes No	4	Dental unit water lines are treated to remove biofilm.
67.	Yes No	4	Dental unit water lines are tested to meet the potable water standard of EPA (≤ 500 CFU/mL)
68.	Yes No N/A	4	Dental unit water lines not meeting the potable water standard of EPA are treated and retested.
<i>Cleaning, Disinfection and Sterilization of patient care devices, instruments</i>			
69.	Yes No	2	Biofilm and organic matter are removed from critical and semi-critical instruments using detergents or enzymatic cleaners prior to sterilization.
70.	Yes No	1	Sterilization equipment available and fully functional
71.	Yes No N/A	1	Number of working autoclaves: _____
72.	Yes No N/A	1	Number of working chemiclaves: _____
73.	Yes No N/A	1	Number of working dry heat sterilizers: _____
74.	Yes No N/A	1	Number of working Flash steam sterilizers (Statim): _____
75.	Yes No	1	Number of working ultrasonic cleaners: _____
76.	Yes No	1	Endodontic files/instrumentation sterilized or disposed
77.	Yes No	1	Is Biological testing of sterilizer completed weekly

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78.	Yes No N/A	2	If independent biological testing service, name: _____
79.	Yes No N/A	2	If in-office biological testing, is control processed?
80.	Yes No	2	Sterilization cycles are verified with chemical/heat indicator. Both interior and external indicators
81.	Yes No	1	Critical items (any instrument that penetrates soft tissue or bone) instruments are sterilized after each use.
82.	Yes No N/A	1	Implantable equipment is quarantined and tested with a biological indicator until the biological indicator has a negative reading.
83.	Yes No	2	Proper sterilization loading technique, not overloading
84.	Yes No	1	Heat Tolerant Handpieces are sterilized after each use (including high & low speed handpieces, prophylaxis angles, ultrasonic and sonic scaling tips, air abrasion devices, air and water syringe tips, and motors--with exception of electric type models)
85.	Yes No	2	Sterile packs are inspected for integrity, compromised packs are reprocessed
86.	Yes No	2	Event-related monitoring is used to monitor package integrity and packages are appropriately stored with a minimum of an initial date stamp. (Must not be used for surgical items)
2	Yes No		Time-related monitoring is used to monitor package integrity and all packages have unexpired dates. (Dates not to exceed 3 months interval) (Not required process unless surgical items)
87.	Yes No	1	Single use instruments or devices are not processed and re-used.
88.	Yes No	1	Semi-critical items are sterilized after each use if not heat sensitive.
89.	Yes No	1	Heat sensitive semi-critical items are at a minimum high level disinfected after each use or chemical sterilized after each use.
90.	Yes No N/A	2	Practice is using an FDA approved chemical <i>sterilant</i> .
91.	Yes No N/A	2	All applicable label instruction are followed on EPA-registered chemical sterilant (dilution, shelf life, storage, safe use, disposal and material compatibility)



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92.	Yes No	2	Practice is using an FDA approved high level <i>disinfectant</i> .
93.	Yes No	2	Chemicals used for high level disinfection are prepared according to manufacturer's instructions (dilution, shelf life, storage, safe use, disposal and material compatibility)
94.	Yes No	2	Chemical used for high level disinfection are dated with expiration dates and discarded before expiration dates
Aseptic Techniques:			
95.	Yes No NA	4	Splash shields and equipment guards used on dental laboratory lathes
96.	Yes No NA	2	Fresh pumice and a sterilized, or new rag wheel used for each patient.
97.	Yes No NA	2	Are devices used to polish, trim or adjust contaminated intraoral devices being disinfected or sterilized
98.	Yes No NA	2	Intraoral items such as impressions, bite registrations, prostheses and orthodontic appliances are cleaned and disinfected with an intermediate-level disinfectant before manipulation in the laboratory and before placement in the patient's mouth
99.	Yes No	2	Dental radiology aseptic techniques is followed -single use film or barriers on electronic sensors
Environmental Infection Control			
100.	Yes No	2	Semi-critical environmental surfaces (frequently touched surfaces that could potentially allow secondary transmission to HCW or patients) are decontaminated between patients using a high level surface disinfectant.
101.	Yes No	2	Noncritical environmental surfaces are decontaminated between patients
102.	Yes No	2	Objects and environmental surfaces are disinfected with an EPA registered tuberculocidal disinfectant at beginning of day,
103.	Yes No	2	Objects and environmental surfaces are disinfected with an EPA registered tuberculocidal disinfectant between patients.
104.	Yes No	2	Objects and environmental surfaces are disinfected with an EPA registered tuberculocidal disinfectant at the end of the day
105.	Yes No	2	EPA registered tuberculocidal disinfectants are used at the dilution specified by the manufacturer.

Page 7 of 10

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106. Yes No	2	All clinical contact surfaces are protected with barriers (especially areas that are difficult to clean).
107. Yes No	2	Clinical contact barriers are changed between patients.
108. Yes No	2	Decontamination and clean areas separated in the instrument processing area
109. Yes No	3	Biohazardous waste is disposed of properly

Sharps		
110. Yes No	2	Approved sharps containers utilized and accessible
111. Yes No	2	Sharps containers taken out of service and processed appropriately
112. Yes No	2	Safe recapping techniques/ devices used
113. Yes No	1	Sharps (needles, blades ...) are single use
114. Yes No	2	Employee use engineering controls (e.g., forceps) to retrieve contaminated sharps from trays or containers.

COMPLIANCE LEVEL CRITERIA LEVEL # 1-4:

#1- CRITICAL: MUST BE MET. COULD RESULT IN IMMEDIATE TERMINATION OF PATIENT CARE AND EXTENDED OFFICE INABILITY TO TREAT PATIENTS

#2 - REMEDIAL ACTION REQUIRED: REQUIRES CORRECTIVE COMPLIANCE WITHIN 7 DAYS

#3- ACTION REQUIRED: REQUIRES CORRECTIVE COMPLIANCE WITHIN 30 DAYS

#4- ACTION RECOMMENDED: NOT REQUIRED FOR COMPLIANCE AT THIS TIME –COMPLIANCE REQUIREMENTS SUBJECT TO CHANGE AS CENTER FOR DISEASE CONTROL (CDC) REQUIREMENTS MAY CHANGE.



Nevada State Board of Dental Examiners

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Identified deficiencies as set forth above (list paragraph numbers from above where deficiency is noted):
#1 – “Critical” deficiencies:
#2 – “Remedial Action Required” deficiencies:
#3 – “Action Required” deficiencies:
#4 – “Action Recommended” deficiencies:

By _____ this _____ day of _____, 20__ at ____:____.m.
Inspector/evaluator
Print name: _____

ACKNOWLEDGEMENT AND RECEIPT OF COPY BY OWNER/AUTHORIZED AGENT

The owner of the dental practice and/or its authorized agent hereby acknowledges that by executing this document below and initialing each page's lower right hand corner on the line "Licensee Initials," receipt of a copy of this inspection/survey form is acknowledged.

In the event the dental practice has passed the inspection, as noted in the this inspection/survey form, the owner/licensee will receive from the Board's executive director and/or representative, written notice of passing the inspection conducted above.

Page 9 of 10

Inspector Initials

Licensee Initials

Nevada State Board of Dental Examiners

Jade A. Miller, D.D.S.
President



J. Stephen Sill, D.M.D.
Secretary-Treasurer

6010 S. Rainbow Blvd., Bldg. A, Ste. 1 • Las Vegas, NV 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

If an owner/licensee has commenced the practice of dentistry prior to an Initial Inspection (NAC 631.1785) at any given location that inspection shall be deemed to be a Random Inspection pursuant to NAC 631.179. If the inspection indicates "critical" deficiencies (items listed as "#1's") the owner/licensee will receive written notice from the Board's executive director and/or representative of the "critical" deficiencies and that a re-inspection will be conducted within seventy-two (72) hours of the written notice. However in the event the "critical" deficiencies noted as above, pose an immediate threat to the public health, safety and/or welfare the President of the Board, **may** without any further action of the Board, issue an Order of Summary Suspension pursuant to NAC 631.179(4).

In the event the inspection indicates "remedial action required" deficiencies (items listed as "#2's"), the owner/licensee will receive written notice from the Board's executive director and/or representative of the "immediate action required" deficiencies and that a re-inspection will be conducted within seven (7) days of the written notice.

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Receipt of a copy of the foregoing is hereby acknowledged:

By _____ this _____ day of _____, 20__ at ____:____.m.

Print name: _____

Title and/or position/capacity: _____





Nevada State Board of Dental Examiner
6010 S. Rainbow Blvd., Bldg. A Ste. 1
Las Vegas, NV 89118
(702) 486-7044 Fax (702) 486-7046

Page 1 of 5

INFECTION CONTROL INSPECTION/SURVEY FORM

Licensee Name: _____ Owner Dentist: _____

Dental Office Name: _____

Address: _____ city: _____ State: _____ Zip code: _____

INSPECTOR(S) / PURPOSE OF INSPECTION

Inspector(s):
(1) _____
(2) _____
(3) _____

Date of Inspection: _____

Initial First Inspection: ☐ Random Inspection: ☐

Re- Inspection: ☐

COMPLIANCE LEVEL CRITERIA - LEVEL # 1-4

#1 - CRITICAL: MUST BE MET. COULD RESULT IN IMMEDIATE TERMINATION OF PATIENT CARE AND EXTENDED OFFICE INABILITY TO TREAT PATIENTS.

#2 - REMEDIAL ACTION REQUIRED: REQUIRES CORRECTIVE COMPLIANCE WITHIN 7 DAYS.

#3 - ACTION REQUIRED: REQUIRES CORRECTIVE COMPLIANCE WITHIN 30 DAYS.

#4 - ACTION RECOMMENDED: NOT REQUIRED FOR COMPLIANCE AT THIS TIME - COMPLIANCE REQUIREMENTS SUBJECT TO CHANGE AS CENTER FOR DISEASE CONTROL (CDC) REQUIREMENTS MAY CHANGE.

#	Record Keeping - Each Practice Must...	level 1-4	YES	NO	N/A	#	Record Keeping - Each Practice Must...	level 1-4	YES	NO	N/A
1	Review the written infection control plan at least annually to ensure compliance with best practices	3	Y	N	N/A	9	Training records kept for 3+ years	3	Y	N	N/A
2	Documentation of Blood borne Pathogen training at date of hire and annually thereafter	3	Y	N	N/A	10	Informed refusal declination records of indicated immunizations/vaccination	3	Y	N	N/A
3	Documentation of training of health-care employees in selection and use of PPE	3	Y	N	N/A	11	Equipment repair and maintenance logs	4	Y	N	N/A
4	Documents corrective actions for all deviations from written policy	3	Y	N	N/A	12	Biological weekly monitoring logs	1			
5	Up-to-date confidential employee health records	3	Y	N	N/A	13	Post exposure evaluation and follow-up records	3	Y	N	N/A
6	Employee health records kept for: 30+ years: <input type="checkbox"/> Since opening: <input type="checkbox"/>	3	Y	N	N/A	14	Maintenance log for sterilization equipment is up-to-date	4	Y	N	N/A
7	Injury / Incident records	3	Y	N	N/A	15	Weekly biological testing logs maintained for: 2+ years: <input type="checkbox"/> Since opening: <input type="checkbox"/> Date: _____	3	Y	N	N/A
8	Emergency telephone numbers posted	3	Y	N	N/A						

Inspector Initials

Licensee Initials

#	Has a written infection control program	level 1-4	YES	NO	N/A
16	Includes a written system of sterilization process monitoring	3	Y	N	N/A
17	Includes a written process for managing semi critical and critical items	3	Y	N	N/A
18	Includes a written process for managing failed chemical, heat or biological monitoring	3	Y	N	N/A
19	Includes written policies for use of Personal Protective Equipment (PPE)	3	Y	N	N/A
20	Includes documentation of vaccinations offered to HCW with infectious exposure risk -Hepatitis B, Influenza per CDC	3	Y	N	N/A
21	Includes documentation that vaccinations declined by health care workers	3	Y	N	N/A
22	Includes vaccination records for all employees with exposure risks	3	Y	N	N/A
23	Includes written policies and procedures for handling and management of sharps	3	Y	N	N/A
24	Includes a Sharps Injury log exist	3	Y	N	N/A
25	Includes a written post exposure medical evaluation plan (use CDC: needle stick/sharps injury/exposure protocol) and 24/7 contact telephone number for qualified designated health care provider	3	Y	N	N/A
26	Includes documentation of post exposure follow-up for all sharps injuries involving contaminated instruments	3	Y	N	N/A
27	Includes written policies and procedures for medical waste management	3	Y	N	N/A
28	Licensed waste hauler used for regulated waste---Name and/or Telephone Number:	3	Y	N	N/A
29	Includes written policies and procedures for aseptic management during patient care	3	Y	N	N/A
30	Includes written policies and procedures for surface disinfection and environmental barrier protection	3	Y	N	N/A
31	Includes written policies and procedures for laboratory procedures	3	Y	N	N/A
32	Includes written policy and procedure for patients know to have communicable disease on arrival (TB, Influenza)	3	Y	N	N/A
33	Comprehensive medical history form in use to evaluate patients	3	Y	N	N/A
34	Ensures patient information routinely reviewed and updated	2	Y	N	N/A

#	Has an employee training and monitoring program	level 1-4	YES	NO	N/A
35	Provides and documents appropriate training for all staff assigned to process semi-circle and critical	2	Y	N	N/A
36	a) provide hands-on training	3	Y	N	N/A
37	Monitors and documents compliance with use of PPE	2	Y	N	N/A
38	Provides and documents training in hand hygiene	2	Y	N	N/A
39	Provides annual Infection Control training	2	Y	N	N/A
#	Communicable Disease Control Procedures	level 1-4	YES	NO	N/A
40	Single use or sterilization for critical items	1	Y	N	N/A
41	Multi - dose vials used		Y	N	N/A
42	a) If yes, vials are only entered with new, sterile syringe with a new, sterile needle	1	Y	N	N/A
43	b) Cap of multi-dose vial cleaned with alcohol based wipe before being accessed	2	Y	N	N/A
44	c) Are multi-use vials discarded when expired or 28 days after initial access (as applicable) - Must have date when first accessed	2	Y	N	N/A
45	d) Is initial access dated on the multi-use vials	2	Y	N	N/A
46	Fluid infusion and administration sets (IV bags, tubing and connectors) used?		Y	N	N/A
47	a) If yes, used only on one patient	1	Y	N	N/A
48	b) Disposed of after single use?	1	Y	N	N/A
49	c) Single IV bag is not used to mix medications for more than one patient	1	Y	N	N/A
50	d) Single dose medication/infusions are used for only one patient and discarded after use	1	Y	N	N/A
51	Personnel wear utility gloves when processing contaminated instruments - Not latex type for patient care	2	Y	N	N/A
52	Supplies for hand hygiene accessible to employees at point of need	2	Y	N	N/A
53	Soap and water easily accessible	2	Y	N	N/A
54	Alcohol based rubs easily accessible-if used	2	Y	N	N/A
55	Team members display appropriate hand hygiene techniques	1	Y	N	N/A

#	Appropriate PPE supplies accessible for employees with exposure risks	level 1-4	YES	NO	N/A
56	Gloves (Latex and latex free or just latex free)	1			
57	Masks	1			
58	Sterile Surgical Gloves for surgical procedures (Examples)	1			
59	Safety glasses with side shield or full face shields	1			
60	Disposable gowns/laundered gowns offered	1			
61	Health care workers display appropriate use of PPE barriers	2	Y	N	N/A
62	Running water eye wash station accessible	3	Y	N	N/A
63	Appropriate barrier products available (dental dams, protective eyewear, other)	2	Y	N	N/A
64	Basic first aid products and equipment available (Recommended to include: nitroglycerin, Benadryl, epi pen, oxygen, aspirin, albuterol, glucose, glucagon)	4	Y	N	N/A
65	Dental unit water lines flushed between patients for a minimum of 20 seconds	2	Y	N	N/A
66	Dental unit water lines are treated to remove biofilm	4	Y	N	N/A
67	Dental unit water lines are tested to meet the potable water standard of EPA (≤ 500 CFU/ml)	4	Y	N	N/A
68	Dental unit water lines not meeting the potable water standard of EPA are treated and retested	4	Y	N	N/A
#	Cleaning, Disinfection and Sterilization of patient care devices, instruments	level 1-4	YES	NO	N/A
69	Biofilm and organic matter are removed from critical and semi-critical instruments using detergents or enzymatic cleaners prior to sterilization	2	Y	N	N/A
70	Sterilization equipment available and fully functional	1			
71	Number of working autoclaves	1			
72	Number of working chemiclaves	1			
73	Number of working dry heat sterilizers	1			
74	Number of working Flash steam sterilizers (Statim)	1			
75	Number of working ultrasonic cleaners	1			
76	Endodontic files/instrumentation sterilized or disposed	1			
77	Is Biological testing of sterilizer completed weekly	1			
78	If independent biological testing service, name:		Y	N	N/A

#	Cleaning, Disinfection and Sterilization of patient care devices, instruments	level 1-4	YES	NO	N/A
79	If in-office biological testing, is control processed?	2	Y	N	N/A
80	Sterilization cycles are verified with chemical/heat indicator. Both interior and external indicators	2	Y	N	N/A
81	Critical items (any instrument that penetrates soft tissue or bone) instruments are sterilized after each use	1			
82	Implantable equipment is quarantined and tested with biological indicator until the biological indicator has a negative reading	1			
83	Proper sterilization loading technique, not overloading	2	Y	N	N/A
84	Heat Tolerant Handpieces are sterilized after each use (including high & low speed handpieces, prophylaxis angles, ultrasonic and sonic scaling tips, air abrasion devices, air and water syringe tips, and motors, with exception of electric type models)	1			
85	Sterile packs are inspected for integrity, compromised packs are reprocessed	2	Y	N	N/A
86	Event-related monitoring is used to monitor package integrity and packages are appropriately stored with a minimum of an initial date stamp	2	Y	N	N/A
87	Single use instruments or devices are not processed and re-used	1			
88	Semi-critical items are sterilized after each use if not heat sensitive	1			
89	Heat sensitive semi-critical are at a minimum high level disinfected after each use or chemical sterilized after each use	1			
90	Practice is using an FDA approved chemical sterilant	2	Y	N	N/A
91	All applicable label instruction are followed on EPA-registered chemical sterilant (dilution, shelf life, storage, safe use, disposal and material compatibility)	2	Y	N	N/A
92	Practice is using an FDA approved high level disinfectant	2	Y	N	N/A
93	Chemical used for high level disinfection are prepared according to manufacturer's instructions (dilution, shelf life, storage, safe use, disposal and material compatibility)	2	Y	N	N/A
94	Chemical used for high level disinfection are dated with expiration dates and discarded before expiration dates	2	Y	N	N/A

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#	Aseptic Techniques	level 1-4	YES	NO	N/A	#	Environmental Infection Control	level 1-4	YES	NO	N/A
95	Splash shields and equipment guards used on dental laboratory lathes	4	Y	N	N/A	105	EPA registered tuberculocidal disinfectants are used at the dilution specified by the manufacturer	2	Y	N	N/A
96	Fresh pumice and sterilized, or new rag wheel used for each patient	2	Y	N	N/A	106	All clinical contact surfaces are protected with barriers (especially areas that are difficult to clean)	2	Y	N	N/A
97	Are devices used to polish, trim or adjust contaminated intraoral devices being disinfected or sterilized	2	Y	N	N/A	107	Clinical contact barriers are changed between patients	2	Y	N	N/A
98	Intraoral items such as impressions, bite registrations, prostheses and orthodontic appliances are cleaned and disinfected	2	Y	N	N/A	108	Decontamination and clean areas separated in the instrument processing area	2	Y	N	N/A
99	Dental radiology aseptic techniques is followed -single use film or barriers on electronic sensors	2	Y	N	N/A	109	Biohazardous waste is disposed of properly	3	Y	N	N/A
#	Environmental Infection Control	level 1-4	YES	NO	N/A	#	Sharps	level 1-4	YES	NO	N/A
100	Semi-critical environmental surfaces (frequently touched surface that could potentially allow secondary transmission to HCW or patients) are decontaminated between patient using a high level surface disinfectant	2			N/A	110	Approved sharps containers utilized and accessible	2			N/A
101	Noncritical environmental surfaces are decontaminated between patients	2			N/A	111	Sharps container taken out of service and processed appropriately	2			N/A
102	Objects and environmental surfaces are disinfected with an EPA registered tuberculocidal disinfectant at beginning of day	2			N/A	112	Safe recapping techniques/devices used	2			N/A
103	Objects and environmental surfaces are disinfected with an EPA registered tuberculocidal disinfectant between patients	2			N/A	113	Sharps (needles, blades, etc.) are single use	1	Y	N	N/A
104	Objects and environmental surfaces are disinfected with an EPA registered tuberculocidal disinfectant at the end of the day	2			N/A	114	Employee use engineering controls (e.g., forceps) to retrieve contaminated sharps from trays or containers	2			N/A

IDENTIFIED DEFICIENCIES AS SET FORTH ABOVE PAGES 1-4 (List paragraph numbers from above pages 1-4 where deficiency is noted):

1 -- "Critical" deficiencies:

2 -- "Remedial Action Required" deficiencies:

3 -- "Action Required" deficiencies:

4 -- "Action Recommended" deficiencies:

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Nevada State Board of Dental Examine

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Las Vegas, NV 89118

(702) 486-7044 Fax (702) 486-7046

By _____ this _____ day of _____, 20__ at ____:____.m.

Inspector/evaluator

Print name: _____

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Print name: _____

Title and/or position/capacity: _____

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